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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 MARIA DEL CARMEN MARTINEZ-
11 PATTERSON,

12 Plaintiff,

13 v.

14 AT&T SERVICES, INC., a Delaware
15 Corporation,

16 Defendant.

No. C18-1180 RSM

STIPULATED PROTECTIVE ORDER

17 **STIPULATED PROTECTIVE ORDER**

18 1. PURPOSES AND LIMITATIONS

19 Discovery in this action is likely to involve production of confidential, proprietary,
20 or private information for which special protection may be warranted. Accordingly, the parties
21 hereby stipulate to and petition the court to enter the following Stipulated Protective Order.
22 The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer
23 blanket protection on all disclosures or responses to discovery, the protection it affords
24 from public disclosure and use extends only to the limited information or items that are entitled
25 to confidential treatment under the applicable legal principles, and it does not presumptively
26 entitle parties to file confidential information under seal.

1 2. “CONFIDENTIAL MATERIAL”

2 Confidential” material shall include the following documents and tangible things produced or
3 otherwise exchange

4 a) trade secrets, confidential, or proprietary business information;

5 b) sensitive personal or financial information, including medical information or medical
6 records, information related to applications for employment, account numbers, account balances,
7 financial statements, company profits, identifying information that is not generally available (e.g.
8 Tax Identification Numbers, Social Security Numbers, etc.); and

9 c) private information relating to non-parties, including but not limited to, salary, earnings,
10 or any other forms of compensation, payroll information, paystubs, appraisals and discussion of
11 performance, and private or confidential information contained in personnel files of current or
12 former AT&T employees.

13 3. SCOPE

14 The protections conferred by this agreement cover not only confidential material (as
15 defined above), but also (1) any information copied or extracted from confidential material; and
16 (2)
17 all copies, excerpts, summaries, or compilations of confidential material.

18 However, the protections conferred by this agreement do not cover information that is in
19 the public domain or becomes part of the public domain through trial or otherwise.

20 4. ACCESS TO AND USE OF CONFIDENTIAL INFORMATION

21 4.1 A receiving party may use confidential material that is disclosed
22 or produced by another party or by a non-party in connection with this case only for prosecuting,
23 defending, or attempting to settle this litigation. Confidential material may be disclosed only to
24 the categories of persons and under the conditions described in this agreement. Confidential
25 material must be stored and maintained by a receiving party at a location and in a secure manner
26 that ensures that access is limited to the persons authorized under this agreement.

1 4.2 All information produced or exchanged in the course of this case (other than
2 information that is publicly available) shall be used by the party or parties to whom the
3 information is produced solely for the purpose of this case.

4 4.3 Except with the prior written consent of the other parties, or upon prior order of
5 this Court obtained with notice to opposing counsel, Confidential Information shall not be
6 disclosed to any person other than:

7 (a) a party or counsel for a party in this litigation;
8 (b) employees of such counsel, including contract employees;
9 (c) any officer, director or employee of a party (including in-house counsel),
10 to whom it is reasonably necessary to disclose the information for this litigation;

11 (d) consultants or expert witnesses to whom disclosure is reasonably necessary
12 for this litigation, provided that each such person shall execute a copy of the Acknowledgement
13 and Agreement to Be Bound attached to this Order as **Exhibit A** (before being shown or given
14 any Confidential Information);

15 (e) any authors or recipients of the Confidential Information;
16 (f) the Court, Court personnel, and court reporters and their staff;
17 (g) witnesses (other than persons described in paragraph 4.3(e).) A witness
18 shall sign the Certification before being shown a confidential document, unless otherwise agreed
19 by the designating party or ordered by the Court. Confidential Information may be disclosed to a
20 witness who will not sign the Certification only in a deposition at which the party who designated
21 the Confidential Information is represented or has been given notice that Confidential Information
22 shall be designated "Confidential" pursuant to paragraph 5.3 below. Witnesses shown
23 Confidential Information shall not be allowed to retain copies;

24 (h) copy or imaging services retained by counsel to assist in the duplication of
25 confidential material, provided that counsel for the party retaining the copy or imaging service
26

1 instructs the service not to disclose any confidential material to third parties and to immediately
2 return all originals and copies of any confidential material;

3 (i) the videographer who videotapes Confidential Information at a deposition
4 in this litigation;

5 (j) any mediator or discovery referee in this litigation, and employees and
6 personnel of said mediator or discovery referee; and

7 (k) any other individuals agreed to in writing by the designating party.

8 4.4 Any persons receiving Confidential Information shall not reveal or discuss such
9 information to or with any person who is not entitled to receive such information, except as set
10 forth herein.

11 4.5 Before filing confidential material or discussing or referencing such material in
12 court filings, the filing party shall make a good faith effort to confer with the designating party,
13 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
14 remove the confidential designation, whether the document can be redacted, or whether a motion
15 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
16 designating party must identify the basis for sealing the specific confidential information at issue,
17 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
18 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
19 the standards that will be applied when a party seeks permission from the court to file material
20 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
21 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.
22 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance
23 with the strong presumption of public access to the Court's files.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Each party or non-party that designates information or items for protection under
26 this agreement must take care to limit any such designation to specific material that qualifies

1 under the appropriate standards. The designating party must designate for protection only those
2 parts of material, documents, items, or oral or written communications that qualify, so that other
3 portions of the material, documents, items, or communications for which protection is not
4 warranted are not swept unjustifiably within the ambit of this agreement.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
6 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
7 unnecessarily encumber or delay the case development process or to impose unnecessary
8 expenses and burdens on other parties) expose the designating party to sanctions.

9 If it comes to a designating party's attention that information or items that it designated
10 for protection do not qualify for protection, the designating party must promptly notify all other
11 parties that it is withdrawing the mistaken designation.

12 5.2 Except as otherwise provided in this agreement or as otherwise stipulated or
13 ordered, disclosure or discovery material that qualifies for protection under this agreement must
14 be clearly so designated before or when the material is disclosed or produced.

15 (a) When designating information in documentary form (e.g., paper or electronic
16 documents and deposition exhibits, but excluding transcripts of depositions or other pretrial or
17 trial proceedings), the designating party must affix the word "CONFIDENTIAL" to each page
18 that contains confidential material. If only a portion or portions of the material on a page qualifies
19 for protection, the producing party also must clearly identify the protected portion(s) (e.g., by
20 making appropriate markings in the margins).

21 (b) A party or non-party may designate information disclosed during a
22 deposition or in response to written discovery as "Confidential" by so indicating in said response
23 or on the record at the deposition. Any party may, within fifteen days after receiving the
24 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or
25 exhibits thereto, as confidential. If a party or non-party desires to protect confidential
26 information at trial, the issue should be addressed during the pre-trial conference.

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2 (c) For other tangible items, the producing party must affix in a prominent place on
3 the exterior of the container or containers in which the information or item is stored the word
4 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
5 the producing party, to the extent practicable, shall identify the protected portion(s).

6 5.3 If timely corrected, an inadvertent failure to designate qualified information or
7 items does not, standing alone, waive the designating party’s right to secure protection under this
8 agreement for such material. Upon timely correction of a designation, the receiving party must
9 make reasonable efforts to ensure that the material is treated
10 in accordance with the provisions of this agreement.

11 6.1. Any party or non-party may challenge a designation of confidentiality at any time.
12 Unless a prompt challenge to a designating party’s confidentiality designation is necessary to
13 avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
14 disruption or delay of the litigation, a party does not waive its right to challenge a confidentiality
15 designation by electing not to mount a challenge promptly after the original designation is
16 disclosed.

17 6.2 The parties must make every attempt to resolve any dispute regarding confidential
18 designations without court involvement. Any motion regarding confidential designations or for a
19 protective order must include a certification, in the motion or in a declaration or affidavit, that the
20 movant has engaged in a good faith meet and confer conference with other affected parties in an
21 effort to resolve the dispute without court action. The certification must list the date, manner, and
22 participants to the conference. A good faith effort to confer requires a face-to-face meeting or a
23 telephone conference.

24 6.3 If the parties cannot resolve a challenge without court intervention, the designating
25 party may file and serve a motion to retain confidentiality under Local Civil Rule 7 (and in
26 compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such

1 motion shall be on the designating party. Frivolous challenges, and those made for an improper
2 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose
3 the challenging party to sanctions. All parties shall continue to maintain the material in question
4 as confidential until the court rules on the challenge

5 7. Notwithstanding any challenge to the designation of material as Confidential
6 Information, all documents shall be treated as such and shall be subject to the provisions hereof
7 unless and until one of the following occurs:

8 (a) the party or non-party who claims that the material is Confidential
9 Information withdraws such designation in writing; or

10 (b) the party or non-party who claims that the material is Confidential
11 Information fails to apply to the Court for an Order designating the material confidential within
12 the time period specified above after receipt of a written challenge to such designation; or

13 (c) the Court rules the material is not confidential.

14 8. If a receiving party learns that, by inadvertence or otherwise, it has disclosed
15 confidential material to any person or in any circumstance not authorized under this agreement,
16 the receiving party must immediately (a) notify in writing the designating party of the
17 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
18 protected material, (c) inform the person or persons to whom unauthorized disclosures were
19 made of all the terms of this agreement, and (d) request that such person or persons execute the
20 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

21 9. When a producing party gives notice to receiving parties that certain inadvertently
22 produced material is subject to a claim of privilege or other protection, the obligations of the
23 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
24 provision is not intended to modify whatever procedure may be established in an e-discovery
25 order or agreement that provides for production without prior privilege review. The parties
26 agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. The terms of this agreement do not preclude, limit, restrict or otherwise apply to the use of documents at trial, an issue which the parties are free to raise separately at the appropriate time.

11. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party must:

- (a) promptly notify the designating party in writing and include a copy of the subpoena or court order;
- (b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and
- (c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

12. TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction. Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material. The confidentiality

obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

STIUPLATED TO this 27th day of February, 2019.

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Attorneys for Defendant

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2 PURSUANT TO STIPULATION, IT IS SO ORDERED.

3 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of
4 any documents in this proceeding shall not, for the purposes of this proceeding or any other
5 federal or state proceeding, constitute a waiver by the producing party of any privilege applicable
6 to those documents, including the attorney-client privilege, attorney work-product protection, or
7 any other privilege or protection recognized by law.

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9 DATED this 28th day of February 2019.

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12 RICARDO S. MARTINEZ
13 CHIEF UNITED STATES DISTRICT JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty
of perjury that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Western District of Washington on
_____ in the case of MARIA DEL CARMEN MARTINEZ-PATTERSON V. AT&T
SERVICES, INC (2:18-cv-01180-RSM). I agree to comply with and to be bound by all the terms
of the Stipulated Protective Order. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____